



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**5000145470-Purchase of Water Meters for the Jefferson Parish Eastbank
Public Works Warehouse**
Jefferson Parish Government

Project documents obtained from www.CentralBidding.com
05-Jun-2024 09:24:52 AM



BID NUMBER- 50-00145470

**Purchase of Water Meters for the
Jefferson Parish Eastbank Public Works
Warehouse**

BID DUE: June 10, 2024 AT 11:00 AM

ATTENTION VENDORS!!!

Please review all pages and respond accordingly, complying with all provisions in the technical specifications and Jefferson Parish Instructions for Bidders and General Terms and Conditions. All bids must be received on the Purchasing Department's eProcurement site, www.jeffparishbids.net, by the bid due date and time. Late bids will not be accepted.

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053
Purchasing Specialist II Name: SHANNA FOLSE
Purchasing Specialist II Email: sfolve@jeffparish.net
Purchasing Specialist II Phone: 504-364-2680**

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

DATE: 6/03/2024

BID NO.: 50-00145470

JEFFERSON PARISH
PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

VENDOR: 27118 BLANK BID COPY VENDOR

PURCHASING SPECIALIST:
SFOLSE@jeffparish.net

Bids will be received until 11:00 AM, 6/10/2024 via online at www.jeffparishbids.net.

LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION. HOWEVER, ELECTRONIC SIGNATURES AS DEFINED IN LSA - R.S. 9:2602(8) ARE ACCEPTABLE. SIGNATURE MUST BE A SECURED DIGITAL SIGNATURE.

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law, as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 136353 and/or Resolution No. 141125 as amended. A copy of these resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at purchasing.jeffparish.net and clicking on On-line forms.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and local taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail

JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in the quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum.

All formal Addenda require written acknowledgment on the bid form by the bidder by the bidder placing the Addendum number in the appropriate section. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected; JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A1 17.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

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1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(I), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid electronic envelope. Failure to comply will cause the bid to be rejected. When submitting the bid electronically, the license number must be entered in the appropriate field in the electronic procurement system. Failure to comply will cause the bid to be rejected.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precaution must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. All sureties must be in original format (no copies). When submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is an as needed basis contract. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required; This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required in conformity with the provisions contained in LSA – RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted as per the appendix instructions. Failure to submit applicable certifications as per the appendix instructions will result in bid rejection.

17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which is permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owed on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish to contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment, and report to Owner the amount of taxes not incurred.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00145470

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	432.00	EA	<p>PURCHASE OF WATER METERS FOR THE JEFFERSON PARISH EASTBANK PUBLIC WORKS WAREHOUSE</p> <p>0010-METER, 5/8 IN x 3/4 IN, NO LEAD BRONZE HOUSING, SHROUD AND LID, POSITIVE DISPLACEMENT, 25 GPM, S/S DISC SPINDLES, CERAMIC MAGNET, WITH ITRON CONNECTOR, BADGER RCDLM25,</p> <p>TO BE DELIVERED TO:</p> <p>JEFFERSON PARISH EASTBANK WAREHOUSE 4901 JEFFERSON HIGHWAY JEFFERSON, LA 70121</p>	<p>\$ 128.41</p>	<p>\$ 55,473.12</p>

ZENNER Displacement Type Magnetic Drive Cold Water Meters

Model PPD

Sizes: 5/8", 3/4", 1", 1-1/2", 2"

U.S.A. Patent US D472,835 S



INTRODUCTION: ZENNER PPD Water Meters utilize a magnetically driven, positive displacement, oscillating piston design. It is designed to measure clean potable water where flow is in one direction only in residential, commercial and industrial settings.

OPERATION: Water flows through the meter's strainer and into the measuring chamber where it drives the piston. The hydro dynamically balanced piston oscillates around a control roller, guided by a division plate. A drive magnet transmits the motion of the piston to a driven magnet located within the hermetically sealed register. The magnet is connected to a gear train which translates the piston oscillations into volume totalization displayed on the register dial face.

CONSTRUCTION: ZENNER PPD Water Meters consist of three basic components: main case, measuring chamber and a sealed register. The main cases are constructed using C89833 Brass Alloy. Measuring Chambers are constructed of a durable synthetic polymer. Bottom plates (for meter sizes 5/8" thru 1") are available in Bronze, Cast Iron or synthetic polymer. Registers are available as either direct read or electronic output.

MAINTENANCE: ZENNER PPD Water Meters are engineered and manufactured to provide long-term service and operate virtually maintenance free. The precise simple design allows for part interchangeability which reduces parts inventory. The register housing may be removed without affecting water pressure or removal of the main case.

REGISTRATION: ZENNER PPD Water Meters utilize a magnetically driven, hermetically sealed design. The sealed design eliminates dirt, moisture infiltration, and prevents fogging. The register includes a large odometer-type totalization display, center sweep hand (360°) test circle and low flow leak detection. All ZENNER Meters have electronic output capabilities for easy conversion to Automated Meter Reading. 5/8" through 1" capacities are: 10,000,000 Gallons, 1,000,000 Cubic Feet, 100,000 Cubic Meters, 6 odometer wheels. 1 1/2" and 2" registration capacities are: 100,000,000 Gallons, 10,000,000 Cubic Feet, 1,000,000 Cubic Meters, 6 odometer wheels.

CONFORMANCE: ZENNER PPD Water Meters are tested and comply with AWWA C700 and ISO 4064 performance standards. These Meters comply with the lead-free provisions of the Safe Drinking Water Act and are certified to NSF/ANSI Standards 61 and 372.

TAMPERPROOF FEATURES: Customer removal of the register to obtain free water is prevented through the use of a locking device that requires a special tool, only available to water utilities.

CONNECTIONS: These meters have been designed with ease of installation in mind through the use of built-in wrench pads on meter sizes 5/8" through 1". Tailpiece/Unions for installations of meters are available as an option for various pipe types, sizes and misaligned pipes. The 1-1/2" PPD09 and 2" PPD12 flanged meters are available with an optional 1" test port.

DISCLOSURE: Displacement meters are not recommended for use with fire suppression systems. (See AWWA Standard C700)

MODEL		PPD01	PPD02	PPD03	PPD04	PPD05	PPD07
SIZE		5/8 x 1/2	5/8 x 3/4	3/4" Short	3/4 x 3/4	3/4 x 1	1"
High Flow Rate	USGPM	20	20	30	30	30	50
Continuous Flow	USGPM	10	10	15	15	15	25
Starting Flow	USGPM	3/64	3/64	5/64	5/64	5/64	5/64
Normal Flow	USGPM	1 - 20	1 - 20	2 - 30	2 - 30	2 - 30	3 - 50
Low Flow	USGPM	1/8	1/8	1/2	1/2	1/2	3/4
Extreme High Flow (Intermittent)	USGPM	25	28	35	35	35	65
Maximum Working Pressure	P.S.I.	150	150	150	150	150	150
Maximum Temperature	Deg. F	122	122	122	122	122	122
Length	Inches	7 1/2	7 1/2	7 1/2	9	9	10 3/4
Length with Couplings	Inches	12 1/2	12 1/2	12 1/2	14 1/2	14 1/2	16 1/2
Height	Inches	4 3/4	4 3/4	5 1/2	5 1/2	5 1/2	7
Weight	Pounds	5	5	7	7.2	7.2	13

MODEL		PPD08	PPD09	PPD09**T	PPD11	PPD12	PPD12**T
SIZE		1-1/2" Female Threads	1-1/2" Flanged	1-1/2" Flanged w/ Test Port	2" Female Threads	2" Flanged	2" Flanged w/ Test Port
High Flow Rate	USGPM	100	100	100	160	160	160
Continuous Flow	USGPM	50	50	50	80	80	80
Starting Flow	USGPM	1/2	1/2	1/2	3/4	3/4	3/4
Normal Flow	USGPM	5-100	5-100	5-100	8-160	8-160	8-160
Low Flow	USGPM	1 1/2	1 1/2	1 1/2	2	2	2
Extreme High Flow (Intermittent)	USGPM	120	120	120	170	170	170
Maximum Working Pressure	P.S.I.	150	150	150	150	150	150
Maximum Temperature	Deg. F	122	122	122	122	122	122
Length	Inches	12 5/8	13	13	15 1/4	17	17
Length with Couplings	Inches	-	-	-	-	-	-
Height	Inches	7 3/4	7 3/4	7 3/4	8	8	8
Weight	Pounds	25	26	26	31	35	35

ZENNER USA

Warranty for Multi-jet and Positive Displacement Water Meters

This warranty shall apply to ZENNER USA Multi-Jet and Positive Displacement Water Meters models PMN, PPD, PMF and PMFP (collectively the "Water Meters") used to measure potable water and the registers. This warranty shall be effective for all Water Meters shipped on or after January 2, 2012. This warranty is only extended to municipalities, utilities, other commercial users and ZENNER USA distributors, hereinafter referred to as "Customer(s)".

MATERIALS AND WORKMANSHIP

When used in normal potable systems and installed with an appropriate strainer on the inlet side of the meter, Zenner USA warrants its Water Meters and Components thereto free from defects in materials and workmanship, occurring within the earlier of the following time periods:

- **Non-Remote Register:** Twenty-five (25) years from date of installation or twenty-five (25) years and six (6) months from date of shipment.

AWWA METER ACCURACY

ZENNER USA warrants that in normal, potable water systems, its Water Meters will meet or exceed AWWA new meter accuracy standards for within the following timeframes:

- 5/8" Water Meters: Fifteen (15) years from date of sale or 1,500,000 gallons, whichever occurs first;
- 3/4" Water Meters: Fifteen (15) years from date of sale or 2,250,000 gallons, whichever occurs first;
- 1" Water Meters: Fifteen (15) years from date of sale or 3,000,000 gallons, whichever occurs first;
- 1-1/2" Water Meters: Ten (10) years from the date of sale or 6,000,000 gallons, whichever occurs first;
- 2" Water Meters: Ten (10) years from the date of sale or 8,000,000 gallons, whichever occurs first.

WATER METER OR COMPONENT RETURNS

Zenner USA's liability hereunder is expressly limited to the repair or replacement of the Water Meter or Components thereto at Zenner USA's sole discretion, upon the Customer's return of the Water Meter or Components thereto. The Customer must ship the Water Meter or Components thereto prepaid F.O.B. to the service center designated by Zenner USA. The Customer is responsible for all direct and indirect costs associated with removing the Water Meter or Components thereto and reinstalling the repaired or replacement Water Meter or Components thereto. The replaced Water Meter or Components thereto become the property of Zenner USA.

LIMITS OF LIABILITY AND DISCLAIMER

This warranty shall be null and void if the Water Meter or Components are repaired or altered by any party other than Zenner USA. This warranty is applicable only to the extent that the Water Meter and the Components are installed, serviced and operated in accordance with Zenner USA's specifications provided at the time of purchase of Water Meter or Components. This warranty shall not apply to any Water Meter or Components damaged by, or subject to, conditions which in Zenner USA's opinion have caused an adverse effect upon the Water Meter and Components ability to perform, including but not limited to: exposure to erosive or corrosive liquids or gases, or which has been subject to vandalism, negligence, accident, acts of God, improper or unauthorized installation and/or service, Customer or third party operation or repair, alteration, excessive operating conditions, unqualified and/or improperly functioning registers, obsolete devices and/or equipment, circumstances which are beyond Zenner USA's reasonable control, or any cause other than inherent manufacturing defects in the Water Meter or Components thereto.

Any description of the Water Meter or Components, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with any Customer's order, whether in writing or made orally by Zenner USA or Zenner USA's agents, are for the sole purpose of identifying the products and shall not be construed as an express warranty. Except as provided herein, any suggestions, written or oral, by Zenner or Zenner's agents regarding use, application, or suitability of the Products shall not be construed as an express warranty.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS WARRANTY, IN NO EVENT SHALL ZENNER USA'S LIABILITY EXCEED THE PURCHASE PRICE OF THE WATER METER OR COMPONENTS DEEMED DEFECTIVE.

EXCEPT FOR THE WARRANTY SET FORTH HEREINABOVE, ZENNER USA MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE WATER METER OR COMPONENTS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

IN NO EVENT SHALL ZENNER USA BE LIABLE FOR ACTUAL DAMAGES ARISING FROM TORT CLAIMS OR THIRD PARTY BREACH OF CONTRACT CLAIMS, OR FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, CONTINGENT, INCIDENTAL OR PUNITIVE DAMAGES, (INCLUDING, WITHOUT LIMITATION, LOST DATA, LOST SAVINGS, LOSS OF REVENUE, UTILITY COST RECOUPMENT, OR PROFITS), REGARDLESS OF FAULT, AND REGARDLESS AS TO WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE.

Due to continuous research, evolving technology, updates and improvements, Zenner USA reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists that states otherwise.